

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. Scope

- 1.1 These General terms and conditions of purchase (« GTCP ») apply to all purchase order (« PO ») placed by EVERAXIS Industries SAS, 18 rue de Montréal, BP 439, Ville-la-Grand, 74108 ANNEMASSE (« EVERAXIS ») to the supplier (« the Supplier ») for the supply of supplies, equipments, raw material and/or spare parts ("Supplies") and/or services (the " Services »). EVERAXIS and the Supplier are individually referred to as « Party » and, collectively, the "Parties".
- 1.2 The following documents, applicable by decreasing order of precedence, form the contract between EVERAXIS and the Supplier (« The Contract ») :
 - (1) the Purchase Order
 - (2) the documents referenced in the PO, such as technical specifications (plan, drawings, technical documents), quality and purchase requirements (according latest IGI603 in force), statement of work, list of spare parts etc..
 - (3) the present general terms and conditions of purchase.
- 1.3 The general term of sales of Supplier do not apply to the Contract, and any contradictory provision figuring on the documents issued by the Supplier are not enforceable against EVERAXIS.

2. Order, Delivery and transfer of risk

- 2.1 EVERAXIS will issue a PO indicating the reference of Supplies quantities, Services, if applicable, agreed delivery date, prices and payment terms.
- 2.2 The Supplier undertakes to acknowledge receipt via email of a PO within 48 hours and to confirm the acceptance of said PO within a maximum 4- working day delay form the issuance of the acknowledgment of receipt.
- 2.3 The Supplies shall be delivered according INCOTERMS© 2020, DDP Le Plessis-Robinson, except otherwise agreed between the Parties. Transfer of risk shall pass applicable INCOTERMS to a PO.
- 2.4 The Supplier shall be responsible for packaging and for any damage or loss that may arise during the carriage or the storage and which is due to improper or defective packaging.
- 2.5 A delivery note shall be provided with each delivery indication the EVERAXIS PO number, the date, the part number and/or the batch number, the custom code, technical specifications, quantities. The Supplier undertakes to provide EVERAXIS with any certificate of the country of origin of Supplies in compliance with the regulation applicable to the Contract. Otherwise, EVERAXIS reserves the right to refuse the delivery of Supplies.
- 2.6 EVERAXIS can ask for modification to a PO (delivery date, packaging, quantities etc...) subject to agreement with the Supplier.
- 2.7 Except otherwise agreed, the Supplier is not authorized to make deliveries in advance. In case of not agreed early delivery, EVERAXIS reserves the right to refuse the Supplies and to return them at the Supplier's expenses or to accept them but to deduct storage costs.
- 2.8 The Parties shall define together a buffer stock to be made by the Supplier for each part number.
- 2.9 The Supplier undertakes to respect delivery dates. Time is of essence and delivery dates are an essential obligation of the Contract.
- 2.10 In case of late delivery, EVERAXIS may apply late penalties equal to one percent (1%) of the PO amount for each day of delay up to a maximum amount of ten percent (10%) of the amount of the PO, without prejudice to damages. Beyond this cap, EVERAXIS reserves the right to terminate the PO according to Clause 9.
- 2.11 Penalties for late delivery are payable by operation of law and without need to send a prior notice. EVERAXIS will issue an invoice payable 45 days net from date of issuance.

3. Price, Payment, transfer of risk and ownership

- 3.1 Unless stated otherwise in the Agreement's contractual documents, the prices agreed by the Parties are firm and non-adjustable and to include all applicable taxes, fees, withholdings and other duties, excluding VAT. Prices include packaging and all costs and expenses incurred by the Supplier for the performance of the Supplies including, if applicable any licence fees on intellectual property rights necessary to the use of the Supplies. Prices are based on INCOTERMS© 2020 DDP Le Plessis-Robinson (France).
- 3.2 EVERAXIS will pay all invoices within 45 (forty-five) days end of month from date of issuance by bank wire. Payments are made in EURO, except otherwise agreed.
- 3.3 In the event of a late payment, the Supplier will be entitled to apply late payment penalties from the day following the payment date as indicated on the invoice, as of right, for an amount equal to three times the legal interest rate, as well as a 40€ lump-sum penalty.
- 3.4 Under no circumstances shall the Supplier be entitled to offset any amount claimed or owed by EVERAXIS with any amount that it may owe to EVERAXIS without its express written authorization.
- 3.5 Subject to any mandatory legal provisions to the contrary, the Supplier shall not assign or otherwise transfer its receivables without the Buyer's prior written authorization.
- 3.6 Property of Supplies pass on delivery.

4. Inspection, Warranty

- 4.1 The Buyer shall inform the carrier and the Supplier of any erroneous goods, loss or any apparent damage in accordance with Article L.133-3 of the French Commercial Code (*Code de commerce*). The Buyer's signature of a delivery note may only be construed as an acknowledgment of the physical delivery of the Supplies and the fact that they appear to be in good condition. It may not, under any circumstances, be considered as an acknowledgment that the Supplies comply with the specifications set out in the Agreement. The Buyer reserves the right to reject the Supplies in the event of an incomplete or surplus delivery.

- 4.2 The Supplier warrants the Supplies against any defect in design (except if design has been done by EVERAXIS), material and workmanship. He further warrants that Supplies are compliant to technical specification provided with the Order. Warranty shall be granted for a period of twenty-four (24) months from date of delivery, except otherwise agreed between the Parties. The Supplier warrants EVERAXIS that Supplies and Services under an Order will be performed by skilled and experienced employees as per general industrial standards for similar services.
- 4.3 During the warranty period, in case of defect, and except otherwise agreed between the Parties, the Supplier undertakes, at EVERAXIS's request, to repair or replace and/or to make at its costs, any corrective action in order for the Supplies to be compliant to the Order, within a maximum fifteen (15) working days delay, from the date of request of EVERAXIS or from the date of return of defective Supplies, as the case may be. The Supplier shall pay all costs incurred by EVERAXIS resulting from the defect or the non-conformity to the Order, such as without limitation, costs of travelling of EVERAXIS employees, dismantling, mounting, shipping costs as well as expertise costs. Any Supplies repaired or replaced will automatically benefit from a new warranty period of twenty-four (24) from the date of repair or replacement.
- 4.4 Warranty shall not apply in case of : (i) wear and tear, (ii) handling error or inappropriate storage by EVERAXIS, (iv) Installation by EVERAXIS OF Supplies not according to instructions provided by the Supplier, if applicable (v) Use of Supplies beyond their performance or specifications as indicated by the Order.

5. Intellectual Property

- 5.1 The Supplier warrants that it is the owner of any and all rights, titles and interests in any and all intellectual property rights to the Supplies without limitation, including, in particular, all know-how, inventions whether patentable or not, patents, designs, drawings, plans, samples, technical specifications, trademarks and copyrights ("Intellectual Property Rights ") for the purpose of using and/or incorporating the Supplies subject of the Agreement.
- 5.2 The Supplier grants EVERAXIS a limited, non-exclusive, non-transferable, non-sub licensable (except to end-customers) and revocable license to use its Intellectual Property Rights for the sole purposes of using, operating, maintaining, reselling or incorporating the Supplies in the end-customer's application in order to use and operate the Supplies, excluding any other rights.
- 5.3 The Supplier hereby warrants that the Supplies do not constitute an infringement of any pre-existing industrial or intellectual property rights held by a third party. Should the Supplier become aware of a third-party legal claim with regard to such rights (whether ascertained /founded or not), for the purposes of the above warranty, the Supplier undertakes to relieve EVERAXIS of any liability and to cooperate and actively assist it in any legal proceedings, in particular by immediately and voluntarily intervening in said proceedings, or by taking the lead for the relevant procedure if it has not yet commenced. If the Supplier becomes aware of an out-of-court dispute (whether founded or not), it undertakes to take the necessary measures to resolve the dispute with the third party concerned while keeping EVERAXIS informed of the situation. The Supplier further undertakes to compensate EVERAXIS for any and all costs and damages that EVERAXIS may incur in relation to any such disputes.
- 5.4 If the Supplies can no longer be used as a result of an intellectual property infringement claim or dispute, the Supplier must, after consulting with EVERAXIS and at no additional cost or expense for EVERAXIS obtain the right for EVERAXIS to freely use the Supplies, or modify or replace the Supplies such that their use no longer constitutes an intellectual property infringement, without affecting the Supplies' compliance with the Agreement. Failing this, the Agreement shall be automatically terminated by EVERAXIS, without prejudice to any other rights.
- 5.5 Any and all tooling, models, equipment, plans, specifications and any other information provided by the Supplier in connection with the order shall remain the full and exclusive property of EVERAXIS and may only be used by the Supplier in performing the Agreement. Consequently, the Supplier undertakes not to offer or supply to any third party any parts made using EVERAXIS's tooling and equipment or based on EVERAXIS's models, plans, designs, specifications or conceptual data.
- 5.6 The Supplier undertakes to respect any guidance related to the display of EVERAXIS trademark, or any other trademark to be affixed on Supplies, and not to alter or modify them.

6. Tooling

All tooling made by the Supplier for the purpose of the order as well as all documentation (plans, designs...) related to said tooling (paid for by EVERAXIS) shall be the property of and fully available to EVERAXIS. At EVERAXIS's request, said tooling as well as the corresponding plans and designs must be presented to EVERAXIS for technical acceptance, stamping and registration. In its role as the custodian of said tooling, the Supplier undertakes to take all necessary measures to enable the tooling to be identified and individualized as the property of EVERAXIS. Throughout the performance of the Agreement, the Supplier shall be responsible for their use, their maintenance and for ensuring it remains in good working order. Unless provided for otherwise, the Supplier shall return the tooling to EVERAXIS at EVERAXIS's request. A copy of each tooling design prepared by the Supplier must be sent to EVERAXIS.

7. Confidentiality

- 7.1 Confidentiality shall mean any information or data relating to Goods, software, and Services and information relating to a Party's business including that of its parent, associated, affiliated companies or which is otherwise related to the Contract, which is disclosed whether in writing, orally or by any other means to one Party by the other Party or which is otherwise obtained by the Receiving Party from the Disclosing Party, after the date of the Contract. This shall not apply to information which: (i) is in or comes into the public domain in any way without breach of the Contract by the Receiving Party; or (ii) the Receiving Party can show: (a) was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the Disclosing Party and was not previously acquired by the Receiving Party from the Disclosing Party under an obligation of confidence; or (b) to have been independently developed by or for the receiving Party at any time without use of Confidential Information disclosed to it by the disclosing Party; or (c) to have been obtained by it or made available from a source other than the disclosing Party without breach by the receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing Party; or (d) is hereafter furnished by the disclosing Party to a third party without restriction on disclosure or use; or (e) is disclosed by the receiving Party with the prior written approval of the disclosing Party. Each Party will only use such Confidential Information to perform its obligations and exercise its rights under these Conditions.
- 7.2 Copies or reproductions of the Confidential Information shall not be made except to the extent reasonably necessary for the Contract and all copies and reproductions made shall be the property of the disclosing Party.
- 7.3 Nothing contained in the Contract shall be construed as overriding or prejudicing any Export Rules applicable to any part of the Confidential Information and the Disclosing Party will declare in writing when such rules are applicable. Where Export Rules apply, a Receiving Party shall not in any way transfer Confidential Information outside of the country in which it received it or to foreign persons, businesses or governments without the prior written consent of the Disclosing Party.
- 7.4 The provisions of this clause 7 shall remain applicable for a period of 5 (five) years from termination of the Contract.

8. Force Majeure

- 8.1 Neither Party shall be in breach of the Contract or otherwise liable to the other Party for any failure to perform or delay in performing its obligations under the Contract due to Force Majeure.
- 8.2 "Force Majeure" means any cause or event which is beyond the control of a Party such as, without limitation, Acts of God, acts of war, fire, storm, earthquake, general strike, transportation strike or delay, raw materials shortage, power or energy failure, trade prohibition, pandemics, orders of a government in the event of a pandemic or other event.
- 8.3 If the Force Majeure event continues for more than 180 days, either Party may give written notice to the other to terminate the Contract, without any indemnity due by either Party to the other.

9. Termination for default

- 9.1 In addition to any rights or remedies under the Contract, either Party shall have the right to terminate the Contract immediately at any time by giving notice in writing to the other Party with effect from the date specified in the notice where (i) the other Party commits a material breach of any of its obligations under the Contract which could not be remedied; (ii) the other Party commits a material breach of any of its obligations under the Contract which could be remedied but which was not remedied within thirty (30) days of receipt of the written notice of the breach; (iii) the other Party (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due, (b) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, (c) makes or seeks to make a general assignment for the benefit of its creditors, or (d) applies for or has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business; or (iv) pursuant to Clause 7 (Force Majeure).
- 9.2 In all cases of termination for whatever reason, each Party remains bound to fulfil its contractual obligations up to the effective date of termination, without prejudice to any damages that the complaining Party may obtain as a result of a failure by the defaulting Party to fulfil its obligations specified in the Contract.

10. Liability and Insurance

- 10.1 The Supplier shall be liable for any and all direct and consequential tangible and intangible damages resulting from a breach of its obligations under the Agreement or a failure to perform such obligations. Accordingly, the Supplier shall compensate EVERAXIS for any resulting loss, damage, consequences or costs. The Supplier shall take all necessary measures to ensure that its sub-contractors and/or partners properly perform the Agreement and shall be held liable for any breach or failure to perform by such sub-contractors and/or partners and for any resulting losses.
- 10.2 The Supplier must be covered by all necessary insurance taken out with reputable insurance companies in an amount corresponding to its risks and liabilities under the Agreement. The Supplier undertakes to subscribe and maintain adequate insurance cover and to provide EVERAXIS with a copy of the insurance certificate issued by its insurer(s) stating the types of losses covered, the amounts payable per claim and the payment of the related premiums.
- 10.3 In particular, the Supplier must have general and professional liability insurance that covers, for the term of the Agreement:
- its professional activity in general;
 - its activity at the sites involved in carrying out assignments for EVERAXIS;
 - all types of injury or loss caused to third parties;
 - any damage caused to assets owned by EVERAXIS and made available to the Supplier, while in the Supplier's possession.
- The Supplier may not under any circumstances attempt to exclude or limit its liability by pleading existence of its insurance policies', insufficient cover or excess clauses or exclusions.

11. Export/Import

Supplier shall promptly notify Buyer of any export restrictions that may apply to the Products supplied under the Order, which shall include but not be limited to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control and other United States agencies, and the export control regulations of the European Union, including without limitation the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000. Supplier, at its own expense, agrees to comply with all laws and regulations of the United States related to exports, imports, and foreign transactions, including, but not limited to, the International Traffic in Arms Regulations (ITAR) (22 C.F.R. §§ 120-130), the Export Administration Regulations (EAR) (15 C.F.R. §§ 730-774), and the National Industrial Security Program Operating Manual (NISPOM) (DoD 5220.22-M). Supplier also agrees to obtain, at its sole expense, any export licenses or other official authorizations and to carry out any customs or immigration formalities or similar requirements for the export of any Products covered by the Order. Supplier specifically shall obtain all required authorizations from the U.S. Government before transferring or otherwise disclosing technical data or technology (as those terms are defined in 22 C.F.R. § 120.10 and 15 C.F.R. § 722, respectively), to any Foreign Person (as defined in 22 C.F.R. § 120.16). Supplier shall provide written notification to Buyer before assigning or granting access to a Foreign Person to technical data related to the Order. Supplier agrees to bear sole responsibility for all regulatory record keeping associated with the use of licenses and license exceptions/exemptions. Supplier's failure to comply with the requirements of this clause constitutes a substantial breach of a material term of the Order entitled Buyer to terminate the Order without indemnity due to Supplier.

12. Compliance - Ethics

- 12.1 EVERAXIS attaches a great importance to Ethics in business, especially labor laws, human rights, competition law, money-laundering, anti-bribery and anti-corruption laws, environment. EVERAXIS Code of Ethics can be found at www.everaxis.com.
- 12.2 Each Party shall at all times comply with all Anti-Bribery and Corruption Laws and shall ensure that its officers, employees, agents, subcontractors and any other persons who perform services for or on behalf of that Party in connection with the Contract shall not, engage in any activity, practice or conduct which causes or could cause it or any member of its Group or the other Party or any member of the other party's Group to breach or commit an offence under any Anti-Bribery and Corruption Laws.
- 12.3 Each Party shall at all times comply, and shall ensure that its officers, employees, agents, subcontractors and any other persons who perform services for or on behalf of it in connection with the Contract comply, with the other party's anti-bribery policy in force from time to time as provided to that Party.
- 12.4 Each Party shall ensure that its subcontractors involved in the performance of the Contract does so only on the basis of a written contract which imposes on that subcontractor terms equivalent to those imposed on the Parties under this clause. Each Party is responsible for the observance of its subcontractors of the terms of the written contract.

- 12.5 Each Party shall promptly report to the other any request or demand for any improper financial or other advantage of any kind received by a Party, or which a Party gives or intends to give, in each case whether directly or indirectly, in connection with the performance of this Agreement.
- 12.6 Each Party will promptly give the other written notice of any breach of this clause 12. Breach of this clause shall be deemed a material breach of the Contract which is not capable of remedy and each Party may exercise its rights to terminate the Contract under clause 9.
- 12.7 Each Party shall indemnify each member of the other Party's from and against any and all losses, liability, damages, claims, demands, actions, costs, (including costs incurred in preventing, avoiding or mitigating loss), charges, interest, payment actions, proceedings, penalties, fines, adverse judgments, orders or other sanctions, expenses or liabilities (including lost opportunity costs, additional administrative and management time, loss of anticipated savings and costs and expenses of the other Party's Group and legal expenses calculated on a solicitor and client basis) suffered, incurred or arising as a result of any breach by a Party of this clause 12 or by any subcontractor of any equivalent provisions contained in the relevant subcontract.

13. Data Protection

Each Party undertakes to comply with all applicable Data Protection Laws in connection with the performance of its obligations under the Contract and process data accordingly. Data Protection Laws refer to the French Data Protection Law, to the General Data Protection Regulation (EU) 2016/679. If personal data is disclosed by a Party subject to European Data Protection Laws, and the recipient Party is established in a country outside of the European Union (as it is made up from time to time), the Parties shall either: (i) comply with their respective obligations under the EU Model Controller to Controller Clauses and in such circumstances the parties hereby agree that the EU Model Controller to Controller Clauses will be incorporated by reference with the consequence that no separate signature will be required to make them binding between the respective parties; or (ii) with the prior consent of the disclosing Party, put in place an alternative agreed transfer mechanism that is approved by the European Commission. Supplier can send a request at data.protection@everaxis.com to request access correction or removal of its personal data.

14. Sub-Contracting

The Supplier shall not sub-contract all or part of the Agreement without the prior written authorization of EVERAXIS, in accordance with French Law no. 75-1334 of December 31, 1975 (as amended) related to sub-contracting. Any sub-contractor(s) approved by EVERAXIS shall remain under the sole authority and responsibility of the Supplier, which shall remain fully liable toward EVERAXIS for the proper performance of the Agreement. The Supplier undertakes to include in its agreements with sub-contractors a requirement to respect all of the clauses of the Agreement, in particular concerning the right of inspection, data transfer requirements, compliance with the applicable laws and quality standards and the rights of recourse, including termination. The Supplier shall hold EVERAXIS harmless and be solely liable for any disputes that may arise between the Supplier and its sub-contractors.

15. Quality/Audit

- 15.1 Supplier's quality system shall be compliant with the requirements of ISO9001 in force as well as our Purchase and Quality requirements IGI 603 in force and available on [www.everaxis.com](https://everaxis.com/legal-terms/) (<https://everaxis.com/legal-terms/>).
- 15.2 Supplier will maintain detailed quality control and manufacturing sub-assembly and component Traceability records for the period of at least twelve years from the date of last supply of the Products. After twelve (12) years, Supplier shall either agree to continue holding the records or shall offer EVERAXIS, at no charge, the option to transfer them for archiving or provide electronic copies to EVERAXIS. No record shall be destroyed without EVERAXIS's written approval.
- 15.3 EVERAXIS reserves the right, directly or by a third-party organization of its choosing, to verify the proper performance and/or progress of orders, in the presence or not of its client, at the premises of the Supplier and/or any of its sub-contractors or potential suppliers provided a five (5) days prior notice and in accordance with the provisions set out below.
- 15.4 The Supplier shall give EVERAXIS or EVERAXIS's representative access to its premises and those of its sub-contractors and suppliers to the extent possible. It will provide EVERAXIS or EVERAXIS 's representative all the resources needed to carry out its inspection. The Parties hereby agree that the above-mentioned right of access is limited to those areas of the Supplier's premises that are not subject to access restrictions due to their sensitive and/or confidential nature and shall not disrupt the Supplier's organization and operations.
- 15.5 If, any defect or non-compliance with an order is identified during an inspection it must be remedied by the Supplier without delay and/or according to the conditions agreed between the Parties, at its own expenses.
- 15.6 Inspections conducted by EVERAXIS including any action plan arising out of such inspections shall in no event affect the contractual delivery terms, the warranties and Supplier's liabilities in accordance with the Contract.

16. Traceability

- 16.1 The Supplier shall have and operate a process to ensure that all Supplies, sub-assemblies and the components contained therein supplied to EVERAXIS are completely traceable back to manufacturer by batch or lot or date code.
- 16.2 Further the Supplier hereby agrees, unless directed otherwise by EVERAXIS, to procure components through franchised distributors or direct component Suppliers.
- 16.3 The Supplier undertakes not to use any counterfeited components or products and shall indemnify and hold EVERAXIS harmless from and against all costs and expenses for the removal, repair or replacement and reinstallation of any counterfeit components incorporated or Product sold by the Supplier to EVERAXIS.
- 16.4 Supplier shall:
- require that its suppliers provide a Certificate of Conformance with each component shipment;
 - perform incoming inspections of components and paperwork to ensure conformity to specification; and
 - maintain and document incoming inspection specifications used for each component used in manufacturing Products. The foregoing obligations of this Section shall not apply to components consigned or sold to the Supplier from EVERAXIS.
- 16.5 If components are not purchased from an original equipment manufacturer, franchised distributor or without full traceability and manufacturers certificates, the Supplier will ensure that prior written approval has been obtained from EVERAXIS before using such components and that the approving permit number shall be cross referenced on the Supplier's release certification. To obtain EVERAXIS' approval the Supplier may have to, at EVERAXIS sole option and at the Suppliers cost, perform the following:
- check with the original equipment manufacturer that the date and batch codes identified on the Certificate of Conformity are genuine; and
 - complete or arrange for actual component testing on a representative sample of the components to verify their conformance to specification,
 - For components purchased from EVERAXIS the Supplier shall maintain the traceability back to the paperwork.

17. Improvement Plan

The Parties agree to implement an improvement plan within the context of their contractual relationship. To that effect, the Parties will meet once a year in order to monitor the market conditions for Supplies of similar nature, especially with regards technical specifications, quality KPI and commitment, and delivery capacity. In case as significant deviation is found between market conditions and Supplier's conditions for similar supplies, the Parties shall endeavor to find an agreement to improve the financial performance.

18. Cooperation

The Parties agree to cooperate in good faith, in a constructive and pro-active manner in their mutual interests. In particular, they commit to communicate about any difficulties they may face in the performance of the Contract, in consideration of their level of expertise and knowledge of the market, in order to solve any issue as quickly as possible. The Parties shall endeavor to anticipate any problem linked to the manufacture of Supplies, such as without limitation, obsolescence of a component, raw material.

19. Non-Solicitation

Except otherwise agreed, either Party undertakes not to solicit for employment any employee of the other Party involved in the performance of the Order. This commitment shall be valid for the duration of the Contract and for a period of twelve (12) months from its termination. In case of breach of this undertaking, the other Party shall pay an indemnity equal to 6 (six) months of salary of the concerned employee. This clause shall not prohibit a Party from employing or engaging any person who answers a public advertisement.

20. Applicable Law and Jurisdiction

20.1 The Contract is governed by French Laws, excluding their conflict of laws provision. The application of 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

20.2 Any dispute or claim arising out of the existence, construction, performance, interpretation or validity of the Contract, shall be settled by the relevant the Courts of the Court of Appeal of Lyon, except in case a Party seeks injunctive relief in the case of any breach or threatened breach by the other Party.

21. Validity of electronic transmission

21.1 The Parties agrees that any document shared by email within the frame of the performance of an Order, and having an impact on its performance shall be deemed as original and have the same binding effect.

21.2 The Parties agree that, except mandatory law or where another form is required under law, such documents shall be binding and be used as evidence.

22. Miscellaneous

22.1 These GTCP together with a purchase order ("PO") and any other documents referred to in the PO form the Contract between EVERAXIS and Supplier and embody the understanding between the Parties and supersede all previous oral and written agreement. Any change to these terms shall be made in writing and signed by a duly authorized representative.

22.2 If any provision of the Contract is found by any court or tribunal of competent jurisdiction to be illegal, invalid or unenforceable then that provision will be severed from the Contract but this will not affect any other provisions of the Contract which will remain in full force and effect.

22.3 Any failure or delay by a Party to exercise any right, power or remedy will not operate as a waiver of it.

22.4 EVERAXIS may assign, delegate, license, hold on trust or subcontract all or any of its rights or obligations under the Contract.

22.5 The Contract is personal to Supplier which may not assign, delegate, license, hold on trust or subcontract all or any of its rights or obligations under the Contract without EVERAXIS's prior written consent.

22.6 The Parties to the Contract do not intend that any of its terms will be enforceable by any person which is not a party to the Contract.

22.7 Nothing in the Contract shall be construed as the intent to create a joint-venture or a partnership.

22.8 Any notice required to be given by one Party to the other Party under these Conditions shall be in writing addressed to the recipient (if EVERAXIS) at its registered office or principal place of business or (if Buyer) to the address on its purchase order or address on EVERAXIS's written acknowledgment of order.

22.9 A notice will be deemed to have been duly served:

22.10 if delivered by hand on signature of a delivery receipt; or

22.11 if delivered by pre-paid post (airmail if overseas) 5 Business Days after being posted. Business Day shall mean Monday to Friday, excluding bank holidays in France.

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